

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA – ORLANDO DIVISION

CASE NO. 6:17-bk-05022-CCJ
CHAPTER 7

IN RE:

EARL EUGENE SPATCHER,
Debtor(s)

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION'S
MOTION FOR RELIEF FROM THE AUTOMATIC STAY
7223 *White Trillium Circle, Orlando, Florida 32818*

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider the relief requested in this paper without further notice or hearing unless a party in interest files a response within 21 days from the date set forth on the attached proof of service, plus an additional three days for service if any party was served by U.S. Mail.

If you object to the relief requested in this paper, you must file a response with the Clerk of the Court at George C. Young Federal Courthouse, 400 West Washington Street, Suite 5100, Orlando, FL 32801, and serve a copy on the movant's attorney, Taji S. Foreman, Esq., at Kahane & Associates, P.A., 8201 Peters Road, Ste 3000, Plantation, FL 33324, and any other appropriate persons within the time allowed. If you file and serve a response within the time permitted, the Court will either schedule and notify you of a hearing, or consider the response and grant or deny the relief requested without a hearing.

If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

COMES NOW, JPMorgan Chase Bank, National Association, its Successors and/or Assigns (“Secured Creditor”), by and through its undersigned counsel, as and for its *Motion for Relief from the Automatic Stay*, states as follows:

1. The Court has jurisdiction over this matter pursuant to 11 U.S.C. § 362, FRBP 4001(a) and the various other applicable provisions of the United States Bankruptcy Code, Federal Rules of Bankruptcy Procedure and the laws of the United States of America.

2. The Debtor listed above (the “Debtor”) filed a voluntary petition pursuant to Chapter 13 of the Bankruptcy Code on July 28, 2017. An order converting case to a Chapter 7 was entered on April 10, 2019.

3. The Debtor obtained a loan in the amount of \$149,470.00 which was evidenced by a promissory note dated March 5, 2010 (the “Note”). See Exhibit “A” attached hereto.

4. As security for payment of the Note, the Debtor and non-filing Debtor, Nicole Spatcher, executed a mortgage dated March 5, 2010 (the “Mortgage”), which granted Mortgage Electronic Registration Systems, Inc. as nominee for Fidelity Funding Mortgage Corp., a first mortgage lien on the real property located at located at **7223 White Trillium Circle, Orlando, Florida 32818** (the “Property”), and legally described as:

LOT 32, ENCLAVE AT HIAWASSEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 98, 99 AND 100 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

5. The Mortgage was recorded on March 15, 2010 in Official Records Book 10014, at Page 6851 of the Public Records of Orange County, Florida. See Exhibit “B” attached hereto.

6. The Note possesses a blank endorsement and Secured Creditor is an entity entitled to enforce the Note. Additionally, the Mortgage was assigned to Secured Creditor on January 8, 2013. See Exhibit “C” attached hereto.

7. The Debtor is indebted to Secured Creditor in the total amount of \$128,391.31, which includes the unpaid principal balance, plus any additional interest, advances, costs and attorneys’ fees advanced by Secured Creditor, pursuant to the loan documents. Additionally, the Debtor is contractually due for the October 1, 2017 payment.

8. Based on the Debtor’s Schedules, the Property has been claimed as exempt.

9. In addition to Secured Creditor's lien, the Property is also encumbered by a lien by the US Department of HUD for \$42,920.15, a lien by Portfolio Recovery Associates LLC for \$4,767.73, and a lien by Enclave at Hiawassee HOA for \$9,501.61.

10. According to the Debtor's Schedules, the estimated market value of the Property is \$161,414.00. Thus, there is no equity in the Property for the benefit of unsecured creditors of the estate.

11. Secured Creditor's security interest in the Property is being significantly jeopardized by the Debtor's failure to make regular payments under the Mortgage and Note while Secured Creditor is prohibited from pursuing lawful remedies to protect such security interest.

12. Secured Creditor asserts that cause exists pursuant to 11 U.S.C. § 362(d)(1) and 11 U.S.C. § 362(d)(2) for the automatic stay to be lifted to allow Secured Creditor to pursue its *in rem* remedies.

13. Secured Creditor respectfully requests the Court waives the fourteen (14) day stay of the Order Granting Relief pursuant to Bankruptcy Rule 4001 (a)(3), so the Secured Creditor can pursue its *in rem* remedies without further delay.

14. Secured Creditor moves the Court for an Order terminating the pending automatic stay to allow Secured Creditor to send to any party or parties protected by the automatic stay any and all notices required by applicable state and/or federal law or regulation. Secured Creditor further moves the Court to terminate the automatic stay to allow Creditor to take such actions with respect to the Property as are provided for under applicable non-bankruptcy law, including but not limited to, informing Debtor of any loan modification, short sale, or other loss mitigation options.

WHEREFORE, Secured Creditor respectfully requests that the automatic stay be lifted so that it may pursue *in rem* remedies to protect its security interests in the Debtors' property outside of the bankruptcy forum, that the fourteen (14) day stay of the Order Granting Relief pursuant to Bankruptcy Rule 4001(a)(3) be waived, and that the Court grant such further relief as the Court deems just, proper, and equitable.

DATED this 8th day of May, 2019.

Respectfully Submitted,

Kahane & Associates, P.A.
8201 Peters Road, Suite 3000
Plantation, Florida 33324
Telephone: (954) 382-3486
Telefacsimile: (954) 382-5380

By:

Marc G. Granger, Esq., Fla. Bar No.: 146870
 Gregg S. Ahrens, Esq., Fla. Bar No.: 352837
 Taji Foreman, Esq., Fla. Bar No.: 58606

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was electronically filed and/or mailed to all parties listed below this 8th day of May, 2019.

Earl Eugene Spatcher
7223 White Trillium Cir
Orlando, Florida 32818

John T. Snow, Esq.
Attorney for Debtor(s)
390 North Orange Avenue
Orlando Florida 32801

Laurie K. Weatherford, Trustee
Post Office Box 3450
Winter Park, Florida 32790

U.S. Trustee
United States Trustee - ORL7/13, 7
Office of the United States Trustee
George C Young Federal Building
400 West Washington Street, Suite 1100
Orlando, FL 32801

Respectfully Submitted,

Kahane & Associates, P.A.
8201 Peters Road, Suite 3000
Plantation, Florida 33324
Telephone: (954) 382-3486
Telefacsimile: (954) 382-5380

By:

Marc G. Granger, Esq., Fla. Bar No.: 146870
 Gregg S. Ahrens, Esq., Fla. Bar No.: 352837
 Taji Foreman, Esq., Fla. Bar No.: 58606

NOTE

SPATCHER
Loan #: [REDACTED]
MIN: [REDACTED]
Case #: [REDACTED]

MARCH 5, 2010
[Date]

ORLANDO
[City]

FLORIDA
[State]

7223 WHITE TRILLIUM CIRCLE, ORLANDO, FL 32818
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means FIDELITY FUNDING MORTGAGE CORP., and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED SEVENTY Dollars (U.S. \$149,470.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR AND THREE-FOURTHS percent (4.750%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on APRIL 1, 2010. Any principal and interest remaining on the first day of MARCH, 2040, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 150 CRANES ROOST BLVD., S-2250, ALTAMONTE SPRINGS, FL 32701 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$779.71. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

Graduated Payment Allonge Growing Equity Allonge Other [Specify] _____

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4 . 000%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

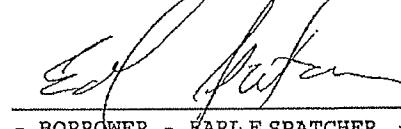
9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

10. DOCUMENTARY TAX

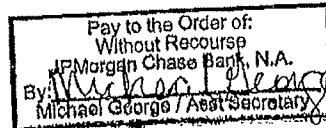
The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 3/5/10
- BORROWER - EARL E SPATCHER - DATE -

[Sign Original Only]

SEE ATTACHED ALLORGE



Allonge To Note

Description 7223 White Trillium Circle
Orlando, FL 32818



Maker: Earl E Spatcher

Co-Maker(s):

Note Amount: \$149,470.00

Note Date: 03/05/2010

Payee: Fidelity Funding Mortgage Corp.

Loan Number: [REDACTED]

Pay To The Order Of:

JP Morgan Chase Bank, NA

Without Recourse

Name: 

Nicole Mavero, AVP
Texas Capital Bank, N.A.
Attorney-In-Fact For:
Fidelity Funding Mortgage Corp.

After Recording Return To:
FIDELITY FUNDING MORTGAGE
CORP.
150 CRANES ROOST BLVD.,
SUITE 2250
ALTAMONTE SPRINGS, FL 32701

This document prepared by:
MELISSA WADE
FIDELITY FUNDING MORTGAGE
CORP.
150 CRANES ROOST BLVD.,
SUITE 2250
ALTAMONTE SPRINGS, FL 32701
(888) 774-4410

DOCH 20100146318 B: 10014 P: 6851

03/15/2010 08:54:38 AM Page 1 of 10
Rec Fee: \$86.50
Deed Doc Tax: \$0.00
Intangible Tax: \$298.94
Mortgage Stamp: \$523.25
Martha O. Haynie, Comptroller
Orange County, FL
PL - Ret To: THE CLOSING AGENT INC

[Space Above This Line For Recording Data]

MORTGAGE

SPATCHER
Loan #: [REDACTED]
MIN: [REDACTED]
PIN: [REDACTED]
Case #: [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on MARCH 5, 2010. The mortgagor is EARL E SPATCHER, JOINED BY HIS SPOUSE NICOLE SPATCHER ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. FIDELITY FUNDING MORTGAGE CORP. ("Lender") is organized and existing under the laws of FL, and has an address of 150 CRANES ROOST BLVD., SUITE 2250, ALTAMONTE SPRINGS, FL 32701. Borrower owes Lender the principal sum of ONE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED SEVENTY Dollars (U.S. \$149,470.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2040. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in ORANGE County, Florida:

LOT 32, ENCLAVE AT HIAWASSEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 98, 99 AND 100 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
which has the address of 7223 WHITE TRILLIUM CIRCLE, ORLANDO, Florida 32818 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any

action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either(a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay

all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note are not to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this

Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage,

or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

Upon default as provided in Paragraph 9(a), and upon written demand by Lender to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure: If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof [check box as applicable]:

Condominium Rider Growing Equity Rider Adjustable Rate Rider
 Planned Unit Development Rider Graduated Payment Rider
 Other(s) [specify] _____

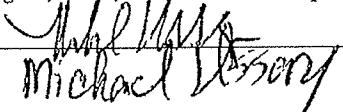
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

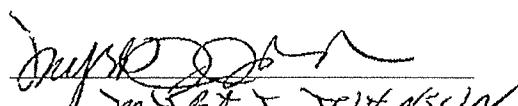

- BORROWER - EARL E SPATCHER - DATE -


NICOLE SPATCHER - DATE -

Borrower's Mailing Address: 7223 WHITE TRILLIUM CIRCLE, ORLANDO, FL 32818

Signed, sealed, and delivered in the presence of:

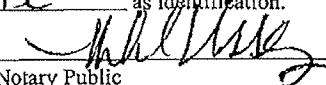

Michael D. Basye

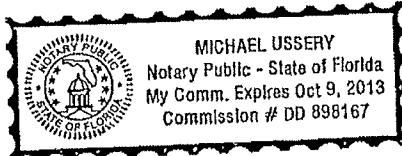

Mark S. Johnson

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5TH day of MARCH, 2010, by EARL E SPATCHER, JOINED BY HIS SPOUSE NICOLE SPATCHER, Who is personally known to me or has produced Florida Driver's License as identification.


Notary Public



My Commission Expires: 10-9-13
Serial #: D0898167

PLANNED UNIT DEVELOPMENT RIDER

SPATCHER

Loan #: [REDACTED]

MIN: [REDACTED]

Case #: [REDACTED]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5TH day of MARCH, 2010, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to FIDELITY FUNDING MORTGAGE CORP. ("Lender") of the same date and covering the Property described in the Security Instrument and located at: 7223 WHITE TRILLIUM CIRCLE, ORLANDO, FL 32818 [Property Address]. The Property Address is a part of a planned unit development ("PUD") known as ENCLAVE AT HIAWASSEE [Name of Planned Unit Development].

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

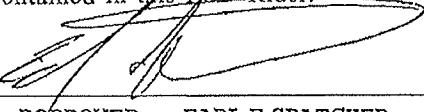
A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly

premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 3/5/10
- BORROWER - EARL E SPATCHER - DATE -

 3/5/10
NICOLE SPATCHER - DATE -

Case 6:17-bk-05022-CCJ Claim 7 Filed 10/26/17 Page 13 of 43

When Reconciled Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

DOC # 20130040495 B: 10509 P: 0625
01/22/2013 09:59 AM Page 1 of 1
Rec Fee: \$10.00
Dead Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
Ref To: SIMPLIFILE LLC

LOAN # [REDACTED]

ASSIGNMENT OF MORTGAGE

Conduct JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (860) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIDELITY FUNDING MORTGAGE CORP., ITS SUCCESSORS AND ASSIGNS PO BOX 2026, FLINT, MI, 48501 by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interests secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 9000, MONROE, LA 71203 (860)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Mortgage was made by EARL E. SPATCHER AND NICOLE SPATCHER and recorded in Official Records of the Clerk of the Circuit Court of ORANGE County, Florida, in Book 10014, Page 6851, and/or Instrument # 20100146318, upon the property situated in said State and County as more fully described in said Mortgage.

Dated on 01/18 2013 (MM/DD/YYYY)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIDELITY FUNDING MORTGAGE CORP., ITS SUCCESSORS AND ASSIGNS

By: Karen M. Patcher

ASST. SECRETARY

(Seal)



Witnesses:

Christopher A. Pate
Christopher A. Pate

James D. Achard
James D. Achard

STATE OF LOUISIANA PARISH OF OUACHITA
On 01/18 2013 (MM/DD/YYYY), before me appeared Karen M. Patcher
to me personally known, who did say that he/she/they is/are the ASST. SECRETARY of MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIDELITY FUNDING MORTGAGE
CORP., ITS SUCCESSORS AND ASSIGNS and that the instrument was signed on behalf of the corporation (or
association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the
free act and deed of the corporation (or association).

Christopher A. Pate
Christopher A. Pate
Notary Public - State of LOUISIANA
Commission expires: Upon My Death



Document Prepared By: E. Louscini, NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)366-9152

Fill in this information to identify your case:

Debtor 1	Earl Eugene Spatcher		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>MIDDLE DISTRICT OF FLORIDA, ORLANDO DIVISION</u>			
Case number (if known)	<u>6:17-bk-05022</u>		

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1 Chase Home Finance LLC

Creditor's Name

Describe the property that secures the claim:

**7223 White Trillium Cir, Orlando, FL
32818-1278
Property ID# 02-22-28-2431-00-320**

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion if any
\$121,810.67	\$161,414.00	\$0.00

**PO Box 24696
Columbus, OH
43224-0696**

Number, Street, City, State & Zip Code

Who owes the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a community debt

As of the date you file, the claim is: Check all that apply.

Contingent
 Unliquidated
 Disputed

Nature of lien. Check all that apply.

An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) _____

Date debt was incurred **03/05/2010**Last 4 digits of account number **1694****2.2 Enclave at Hiawassee HOA**

Creditor's Name
**Associa/Community Management Professional
4700 Millenia Blvd Ste 515
Orlando, FL 32839-6102**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**7223 White Trillium Cir, Orlando, FL
32818-1278
Property ID# 02-22-28-2431-00-320**

\$9,501.61	\$161,414.00	\$9,501.61
-------------------	---------------------	-------------------

As of the date you file, the claim is: Check all that apply.

Contingent
 Unliquidated
 Disputed

Nature of lien. Check all that apply.

An agreement you made (such as mortgage or secured car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) _____

Who owes the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a community debt

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

page 1 of 3

Debtor 1	Earl Eugene Spatcher	Case number (if known)	6:17-bk-05022
First Name	Middle Name	Last Name	
Date debt was incurred		Last 4 digits of account number	
2.3	Portfolio Recovery Associates LLC Creditor's Name	Describe the property that secures the claim: 7223 White Trillium Cir, Orlando, FL 32818-1278 Property ID# 02-22-28-2431-00-320	\$4,767.73
PO Box 41067 Norfolk, VA 23541-1067 Number, Street, City, State & Zip Code			\$161,414.00
Who owes the debt? Check one.			
<input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt			
Date debt was incurred		Last 4 digits of account number	
2.4	Santander Consumer USA Creditor's Name	Describe the property that secures the claim: 2010 Dodge Ram Pickup 1500 SLT 2dr Regular Cab SB (4.7L 8cyl 5A) VIN 1D7RB1GP2AS162797	\$18,882.41
PO Box 961245 Fort Worth, TX 76161-0244 Number, Street, City, State & Zip Code			\$7,481.00
Who owes the debt? Check one.			
<input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt			
Date debt was incurred		Last 4 digits of account number	
2.5	US Department of HUD Creditor's Name	Describe the property that secures the claim: 7223 White Trillium Cir, Orlando, FL 32818-1278 Property ID# 02-22-28-2431-00-320	\$42,920.15
451 7th St SW Washington, DC 20410-0001 Number, Street, City, State & Zip Code			\$161,414.00
Who owes the debt? Check one.			
<input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another			

Debtor 1	Earl Eugene Spatcher		Case number (if known)	6:17-bk-05022
First Name	Middle Name	Last Name		

Check if this claim relates to a community debt Other (including a right to offset) **Second Mortgage**

Date debt was incurred _____ Last 4 digits of account number **0882**

Add the dollar value of your entries in Column A on this page. Write that number here:
 If this is the last page of your form, add the dollar value totals from all pages.
 Write that number here:

\$197,882.57
\$197,882.57

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.